

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

AMY C. SNYDER and GARY FOSTER,	:	
Plaintiffs,	:	Civil Action No.
	:	
	:	
v.	:	
	:	
PROGRESSIVE DIRECT INSURANCE COMPANY,	:	
Defendant.	:	Jury Trial Demanded
	:	

**COMPLAINT**

1. Plaintiff Amy C. Snyder is an adult individual permanently residing in Carlisle, Cumberland County, Pennsylvania, and accordingly is a citizen of Pennsylvania.

2. Plaintiff Gary Foster is an adult individual permanently residing in Carlisle, Cumberland County, Pennsylvania, and accordingly is a citizen of Pennsylvania.

3: Plaintiffs Amy Snyder and Gary Foster are married and reside together.

4. Defendant Progressive Direct Insurance Company ("Progressive") is an insurer providing, inter alia, motor vehicle insurance, with its principal place of business located at 6300 Wilson Mills Road, Mayfield Village, Ohio, 44143, and accordingly is a citizen of Ohio.

5. Progressive regularly conducts business in the Middle District of Pennsylvania, having an office located at 3950 Hartzdale Drive, Suite 150, Camp Hill, Pennsylvania, 17011.

6. This court has jurisdiction over Plaintiffs' claims pursuant to 28 U.S.C. § 1332(a)(1) (providing original jurisdiction to district courts of the United States over all civil actions where the matter in controversy exceeds \$75,000 and is between citizens of different States).

7. Venue is proper in the Middle District of Pennsylvania pursuant to 28 U.S.C. § 1391(b), as Progressive is a resident of the Middle District of Pennsylvania, and because the motor vehicle accident giving rise to Plaintiffs' claims occurred in the Middle District of Pennsylvania.

8. As part of the motor vehicle insurance provided to persons in Pennsylvania, Progressive provides underinsured motorist coverage ("UIM") to policyholders that purchase said coverage.

9. As of December 24, 2015, Progressive provided UIM coverage of at least \$200,000 (\$100,000 per person / \$300,000 per accident with stacking of two vehicles) to Plaintiffs through its policy numbered 75178323-6.

10. On December 24, 2015, Snyder was operating a 2012 Ford Focus in Mechanicsburg, Cumberland County, Pennsylvania. Snyder was traveling westbound on Wertzville Road, and was stopped and waiting to make a left-hand

turn onto Rich Valley Road. While waiting to turn left, Snyder was rear-ended by a third party—Kristen L. Smith—and pushed into oncoming traffic, causing Snyder’s car to be struck head-on by another vehicle traveling in the opposite direction on Wertzville Road.

11. The foregoing motor vehicle collision and all of the injuries and damages sustained by Plaintiffs detailed below are the direct and proximate result of the negligent, careless, and reckless manner in which Kristen Smith operated her motor vehicle.

12. Snyder suffered painful and severe injuries from the motor vehicle collision, including, but not limited to, a fractured right ulna with dislocation at the wrist, a fractured right radius, a lacerated liver, a lacerated spleen, multiple lower-back fractures, left knee MCL injury, broken teeth, subcutaneous hematomas, and contusions and abrasions.

13. At the time of the subject motor vehicle collision on December 24, 2015, the vehicle driven by Kristen Smith was insured by Nationwide Affinity Insurance Company of America (“Nationwide”).

14. Given Kristen Smith’s negligence, Nationwide settled the third-party claim for its policy limits.

15. Progressive consented to the settlement and waived its subrogation interest.

16. At all relevant times, however, the vehicle driven by Kristen Smith lacked adequate insurance coverage to fully compensate Plaintiffs for their injuries.

**COUNT I**  
**(Amy Snyder v. Progressive)**

17. Plaintiffs incorporate and re-allege by reference paragraphs 1-16 above.

18. The subject collision was caused by an “underinsured motorist” as that term is defined in the above-referenced Progressive policy

19. Progressive, through the UIM provision of its policy, agrees to pay for damages to Plaintiffs as a result of the negligence of Kristen Smith to the extent that Kristen Smith’s motor vehicle insurance is insufficient to fully compensate Plaintiffs for their damages.

20. Accordingly, Plaintiffs made a claim—by and through counsel—to Progressive for UIM benefits, but Plaintiffs and Progressive have been unable to reach an agreement regarding the amount of UIM benefits to which Plaintiffs are entitled.

21. In the event of a disagreement as to the appropriate amount of UIM benefits owed, the Progressive policy requires Plaintiffs to file a lawsuit against Progressive in the appropriate court.

**WHEREFORE**, Plaintiff Amy Snyder respectfully requests this Honorable Court to enter judgment in her favor and against Defendant Progressive in excess

of \$75,000, exclusive of interests and costs, together with such other relief as this Honorable Court may deem just and fair.

**COUNT II – LOSS OF CONSORTIUM**  
**(Gary Foster v. Progressive)**

22. Plaintiffs incorporate and re-allege by reference paragraphs 1-21 above.

23. At all relevant times, Plaintiff Gary Foster was and is the spouse of Amy Snyder.

24. As a result of the aforementioned injuries and damages sustained by his spouse—Amy Snyder, Gary Foster has been and may in the future be deprived of the care, companionship, services, consortium, support, and/or society of his spouse, all of which will be to his great detriment, and a claim is made therefore.

**WHEREFORE**, Plaintiff Gary Foster respectfully requests this Honorable Court to enter judgment in his favor and against Defendant Progressive in excess of \$75,000, exclusive of interests and costs, together with such other relief as this Honorable Court may deem just and fair.

Date: 8/12/2016

Respectfully submitted,

**HANDLER HENNING & ROSENBERG, LLP**

BY: 

David L. Lutz - ID#35956  
1300 Linglestown Road, Suite 2  
Harrisburg, PA 17110  
717-238-2000  
lutz@hhrlaw.com

*Attorney for Plaintiffs Amy Snyder and  
Gary Foster*